



FILED

04/25/19
04:59 PM

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

OHMCONNECT, INC.

Complainant,

vs.

SOUTHERN CALIFORNIA EDISON
COMPANY (U338-E),

Defendant.

C.19-03-005

SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E)
ANSWER TO COMPLAINT

ANNA VALDBERG
ROBIN Z. MEIDHOF

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-1058
E-mail: Anna.Valdberg@sce.com

Dated: April 25, 2019

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

OHMCONNECT, INC.

Complainant,

vs.

SOUTHERN CALIFORNIA EDISON
COMPANY (U338-E),

Defendant.

C.19-03-005

SOUTHERN CALIFORNIA EDISON COMPANY’S (U 338-E)
ANSWER TO COMPLAINT

I.

INTRODUCTION

Pursuant to Rule 4.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (“CPUC” or “Commission”), Southern California Edison Company (“SCE”) respectfully submits this Answer to the Complaint of OhmConnect, Inc. (“OhmConnect” or “Complainant”). According to the Complaint, at issue is a dispute between OhmConnect and SCE regarding SCE’s role, pursuant to tariff rules 24 and 26, as the Meter Data Management Agent (MDMA) for to the Demand Response Auction Mechanism (DRAM). OhmConnect states that it is “a third-party Demand Response Provider (DRP)”¹ that “ provides Demand Response (DR) services to SCE and the broader electric grid through arrangements with

¹ See Complaint, p. 1.

thousands of residential and small commercial retail electric customers in California”² pursuant to comparable tariffs for Pacific Gas and Electric Company (PG&E), San Diego Gas & Electric Company (SDG&E) and SCE.³ The Complaint enumerates SCE’s supposed violations, requests that the Commission “[d]evelop a Service Level Agreement that can be executed with **all** entities using SCE’s Rule 24”, that SCE’s current Rule 24 funding be frozen pending the completion of an audit, and that the Commission to “review alternative solutions” should the audit show “systemic issues” with SCE data provision.⁴ SCE respectfully submits that, as will be shown below, the Complaint has no merit, inappropriately raises issues that are already pending in other proceedings, and seeks to resolve broad issues that directly impact third parties in a narrow forum where those parties are not represented and the full impact of the issues raised by OhmConnect cannot be considered. As such, the Complaint should be dismissed with prejudice.

The substantive issues associated with DRAM, including data sharing, are pending in two open proceedings – A.17-01-012 et al. (DRAM Proceeding) and A.18-11-016 (Click-Through Proceeding). The DRAM Proceeding is concerned with the design and structure of the DRAM pilot and the Click-Through Proceeding focuses on various aspects of data sharing with DRPs like OhmConnect. OhmConnect is a party to both proceedings, as are other numerous interested parties who are not parties to the Complaint. By seeking to raise in the Complaint issues that will have broad implications, and to develop a Service Level Agreement binding on third parties, OhmConnect is not only prejudicing those other parties, it is also creating a potential for a conflicting resolution of the issues among different proceedings.

As for substantive allegations made against SCE, as will be shown below, they lack merit, and despite being raised by OhmConnect in multiple ways, do not get more accurate or verifiable by virtue of repetition. There is simply no basis to support OhmConnect’s claims against SCE for tariff violations. Finally, SCE would note that OhmConnect requested the

² *Id.*, p. 1.

³ *Id.*, fn.1.

⁴ *Id.*, p. 5 (emphasis added).

Complaint be categorized as an adjudicative proceeding. However, given the overlap between the issues in the Complaint and the other pending proceedings, SCE is concerned that the Complaint, if it is allowed to proceed, will not only to enable OhmConnect to get “multiple bites” at the same relief, but could also preclude SCE from fully participating in the other pending DRAM-related proceedings.

II.

BACKGROUND AND SUMMARY OF ANSWER

The Complaint suffers from two broad defects. First, it seeks to address issues of general application that are pending in other proceedings and that impact third parties who are not represented in this forum. Second, the Complaint lacks basis in fact or law.

As mentioned above, there are currently two open proceedings addressing various DRAM-related issues. OhmConnect is a party to both proceedings. The DRAM Proceeding is aimed at considering the next steps for the DRAM pilot, including whether and how to modify the pilot, extend it for another year, or transition DRAM to a permanent program. The DRAM Proceeding is classified as ratesetting to enable the parties to broadly discuss and address the configuration of DRAM from both policy and implementation perspectives. Although the categorization of the Click-Through Proceeding has not yet been determined, SCE proposed in its application that it be categorized as ratesetting. The Click-Through Proceeding deals with, among other issues, proposed improvements to the Click-Through data sharing system and the budgets for making those improvements. Click-Through provides customer data to third parties who have been authorized to receive it by the customer in accordance with SCE’s Rule 24. Both Click-Through and Rule 24 are intimately linked to the DRAM pilot, as third-party demand response providers such as OhmConnect require access to customer data to provide their demand response services and settle with the CAISO market.

To illustrate the overlap between these proceedings and the Complaint, it is sufficient to compare the issues raised by OhmConnect in this docket with the issues raised by OhmConnect

in the other DRAM-related proceedings. For example, the Complaint requests that the Commission issue an, “order directing SCE to provide stakeholders with a Service Level Agreement (SLA) for data transmission between SCE as an MDMA and the DRPs it is servicing.”⁵ OhmConnect made the same proposal in the DRAM Proceeding and even attached a draft SLA to its filing.⁶ OhmConnect also argued for an SLA in its Protest in the Click-Through Proceeding.⁷ Certainly, if the Commission is going to establish a new and unprecedented requirement of an agreement that would be binding on all parties, as the Complaint requests, it should not do so in an individual complaint case. Rather this should be done, if at all, in a proceeding where all impacted parties can be participants.⁸ There is nothing in the IOU tariffs requiring that an SLA be developed. A complaint proceeding, however, is not the proper forum to rewrite tariffs or resolve any kind of complex policy issues.⁹

It is also worth comparing OhmConnect’s request in the Complaint that the Commission “freeze all current Rule 24 funding until the audit is completed”¹⁰ with OhmConnect’s position in the Click-Through proceeding where OhmConnect supported *more* funding for IOUs to implement Click-Through enhancements (e.g. increasing Rule 24 registrations or providing data

⁵ *Id.*, p. 17.

⁶ See A.17-01-012, Response Of OhmConnect, Inc. to Administrative Law Judge’s Ruling Directing Responses to Questions Resulting From the February 11-12, 2019 Demand Response Auction Mechanism Workshop and Comments on Proposals to Improve the Mechanism (dated March 29, 2019) at 2 and Attachment D, p. 38. See also Opening Comments of California Efficiency +Demand Management Council to Administrative Law Judge’s Ruling Directing Responses to Questions Resulting From The February 11-12, 2019 Demand Response Auction Mechanism Workshop and Comments on Proposals to Improve the Mechanism, pp. 3 and 23 (supporting an SLA).

⁷ See A.18-11-016, Protest of OhmConnect, Inc. to Applications for Improvements to Click-Through (dated December 27, 2018) (“Protest”), p.10.

⁸ See *Bereczky v. Southern California Edison Company*, 65 CPUC 2d 145 (1996) (A complaint is not appropriate means to resolve broad issues, particularly where the requested relief might create an inconsistent result with the issues pending in a related docket involving multiple parties and to which plaintiff can be a party.)

⁹ See *La Collina, et al v. Pacific Bell*, D.12-04-051, p. 9 (stating that any change in the tariff that might be warranted by a change in policy should be made in a rulemaking and not in a complaint case).

¹⁰ Complaint at 5.

within 90 seconds).¹¹ Not only could freezing SCE’s current Rule 24 funding have implications on third parties whose views should be taken into account before any such “freeze” is authorized, OhmConnect’s apparently varying positions on Rule 24 funding, (current v. future), can potentially lead to inconsistent resolutions if they are allowed to go forward in two separate proceedings.

Moreover, this Complaint proceeding is not the proper forum for the Commission to consider OhmConnect’s requested to audit SCE for compliance with Rule 24 or “to resolve all outstanding data issues, and to improve all related processes to ensure compliance with Rule 24, Rule 26, Resolution E-4868, and Public Utilities Code section 781.”¹² As OhmConnect admitted in the Complaint, the data sharing tariff rules are similar for all IOUs¹³ and, therefore, the issue of what constitutes compliance with those rules could have a broad impact on other IOUs and DR providers. These issues should, therefore, be addressed in a forum where those parties could participate, and indeed, such a forum already exists.

OhmConnect has raised its concerns with SCE’s data sharing in the Click-Through Proceeding where OhmConnect filed a Protest that included many of the same unsupported allegations about SCE’s data sharing “failures” as are put forth in the Complaint. For example, in the Protest, OhmConnect stated that its “experience has been that SCE has demonstrated that its systems are not yet technically capable of regularly providing interval data. There have been several instances this past year where SCE did not send OhmConnect timely interval data for tens of thousands of its authorized customers. . . . OhmConnect urges the Commission to consider in this proceeding the extent of the data delivery issues the third parties must manage, and solutions to mitigate these occurrences.”¹⁴ In other words, OhmConnect has already raised

¹¹ See *e.g.* Protest at 12, 14.

¹² Complaint, p. 17.

¹³ *Id.*, p. 1 fn.1.

¹⁴ See Protest, pp. 7-8.

its data delivery concerns with the Commission and asked the Commission for “solutions” to address these concerns.

As to the substance of OhmConnect’s allegations of SCE’s wrongdoing, neither in its Click-Through Protest, nor in this Complaint has OhmConnect offered any analysis, data, or evidence to support its claims.¹⁵ SCE acknowledges, as reflected in its Click-Through testimony, that there have been some glitches with its data delivery processes. That is normal with any large technology implementation. Such glitches, however, should be viewed in light of the applicable tariff.

SCE provides unprocessed interval (non-RQMD) data on a daily basis for customers that have authorized a DRP to receive their data. However, due to the nature of SCE’s smart meter system, communications errors can and do occur. These errors may result in a daily interval data file being incomplete or having gaps in the data, and the possibility of these errors is recognized under the tariff. These gaps are normal and to be expected, and are corrected on a monthly basis when SCE provides the RQMD file to the DRPs.

Rule 24 D.1.c expressly states that “When SCE is acting as the MDMA, and if daily meter data is available through SCE’s portals, the daily interval data will not be RQMD. RQMD data will be available on a monthly basis.” Additionally, Rule 26.F recognizes the imperfect nature of interval data and provides SCE with a broad limitations on liability in connection with the provision of interval data:

3. The CDA platform is designed primarily to provide next-day

¹⁵ In that regard, it also helpful to review a data request that OhmConnect sent to SCE in November of 2018 in support of its allegation of data sharing problems. In the request, OhmConnect did not identify any specific data errors, the dates on which the errors allegedly occurred, or any impacted customer accounts. Rather OhmConnect asked SCE for each day during period of January through October 2018 (**304 days**) to identify the total number of files sent to OhmConnect, number of files that had errors, numbers of authorization in each file, number of interval data points in each file, replacement files with respect to any errors, and a comprehensive list of all authorization that SCE has, including details of these authorizations such as dates etc. This is neither an identification of “persistent” data problems, nor a request aimed to verifying data accuracy or data provision in the reasonable belief that errors have actually occurred. *See* Exhibit A for the Data Request and follow-up communications.

interval usage data from SCE's back office systems. That data may not be complete or accurate, and may be updated before and after bills are issued to customers. The data on the CDA platform is transmitted on an "as is" basis and is the data currently available in SCE's CDA platform. SCE shall not be liable for the inability of customers or their authorized third parties to access the CDA platform, or for SCE's delay in updating or failure to update any information, for whatever reason.

4. SCE does not warrant that the CDA platform will be timely, secure, uninterrupted, or error free, or that defects in the CDA platform, as may exist from time to time, will be corrected. SCE will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the CDA platform, including those due to communication line failures, or computer viruses associated with the operation of SCE's website or platform. In the event any updates are made to the Customer Data due to the above circumstances, SCE will make such updated, best available data available to the third parties at no additional cost.¹⁶

RQMD is the only data authorized for settlement with CAISO, which is why the requirement in Rule 24 refers only to RQMD, and not to other types of data. If a DRP decides to settle with its customers using daily interval data, that is its prerogative, but it must understand that the daily interval data may be incomplete and has not undergone revenue quality validation. Revenue quality validation only occurs at time of billing. OhmConnect has not presented any evidence in this Complaint, or even informally, to show that OhmConnect has received any financial sanction from CAISO due to a delay in receiving Settlement Quality Meter Data or RQMD from SCE.

OhmConnect states that its Complaint is "limited" to alleged data sharing problems that took place between March 2018 and September 2018. SCE has determined that in only **one** communication between March 2018 and September 2018 did OhmConnect communicate its

¹⁶ See also Rule 26.C.2. "SCE shall update the data format available through the CDA platform to the extent the NAESB ESPI standards are modified from time to time. The "Reading Quality" flag as provided in the NAESB ESPI Standard will be employed to indicate the quality of meter data provided through the CDA platform.ⁱ The "Reading Quality" flag is also be used to indicate when the data set is considered Revenue Quality Meter Data.ⁱⁱ The Customer Data transmitted to the authorized third party is the "best available"ⁱⁱⁱ data from SCE's systems at the time of transmittal."

inability to access RQMD. SCE responded the same day and worked with OhmConnect to retrieve the RQMD data the same day as well.¹⁷

In SCE's review of communications between the parties for the period of March 2018 through September of 2018, it appears that OhmConnect informed SCE of issues with daily interval data in a number of instances and that SCE responded to OhmConnect and provided such interval data. In the Complaint, OhmConnect inappropriately tries to conflate and extend SCE's requirement under Rule 24 to provide RQMD to include daily interval data and other types of data. Such conflation, however as shown above, is directly contrary to SCE's tariff. It is also worth noting, as SCE previously noted in its reply to OhmConnect Protest, that OhmConnect has had its own data issues that impacted the parties' data sharing.¹⁸

Finally, before filing its Complaint, OhmConnect should have worked with SCE to resolve any data delivery disputes as directed by Ordering Paragraphs 19 and 27 of Resolution E-4868. Ordering Paragraph 19 provides that "If parties experience persistent problems [related to delivery of data], the issue should be raised in the Customer Data Access Committee [CDAC] described in Ordering Paragraph No. 27." Ordering Paragraph 27 of Resolution E-4868 provides that two objectives of the CDAC "will be to address data access issues associated with customer authorizations to third-party providers" and the objective of "informally resolving dispute [sic] that may arise among stakeholders." SCE has been an active participant in the CDAC meetings, as has OhmConnect, and yet, OhmConnect chose to file this Complaint before trying to address any issues informally and with the assistance of Energy Division staff. Notably, that is consistent with the process envisioned in Rule 4.2(b).¹⁹

¹⁷ Exhibit B.

¹⁸ See e.g. Exhibit C. Although, the issues noted in included the e-mails between the parties are not limited to the time frame of March-September 2018, they are pertinent to the matters raised in the Complaint, in view of OhmConnect's allegations that data problems "remain uncorrected and persist to this day." Complaint at p. 4.

¹⁹ See Commission Rule 4.2(b) "A complaint which does not allege that the matter has first been brought to the staff for informal resolution may be referred to the staff to attempt to resolve the matter informally."

III.

ANSWER TO COMPLAINT

SCE incorporates by reference the affirmative statements made in SCE's Introduction and Background and Summary of Answer sections above. For the Commission's ease of reference and to facilitate its understanding of SCE's Answer, SCE responds to the material allegations contained in each paragraph of the Complaint. SCE has not completed its investigation of the facts relating to this case, has not completed discovery of this action, and has not completed preparation for hearings. The following responses are given without prejudice to subsequently discovered facts or evidence, or the presentation of facts or theories resulting from subsequently discovered evidence, re-evaluation of the existing evidence, or evaluation of existing evidence in light of newly discovered evidence. SCE reserves the right to amend its Answer. SCE responds to the specific allegations of the Complaint as follows:

1. Answering Allegation No. 1 of the Formal Complaint, SCE agrees that Complainant OhmConnect, Inc. is a third-party Demand Response Provider active in SCE's service territory. SCE neither admits nor denies that OhmConnect has provided DR service to SCE customers since 2014.

2. Answering Allegation No. 2 of the Formal Complaint, SCE admits that it is a California Investor Owned Utility (IOU) and that it is subject to the jurisdiction of the California Public Utilities Commission. SCE is also operating under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and the laws of the State of California. SCE neither admits nor denies that its primary business is the generation, transmission, distribution and retail sale of electricity. SCE agrees, however, that it is primarily engaged in the business of generating, purchasing, transmitting, distributing and selling electric energy for light, heat and power in portions of central and southern California as a public utility.

3. Answering Allegation No. 3 of the Formal Complaint, SCE neither admits nor denies that it (along with PG&E and SDG&E) "were ordered in D.14-12-024 to design, within a

stakeholder process, the Demand Response Auction Mechanism pilot.” SCE states that in Ordering Paragraph (OP) 6 of D.14-12-024, the Commission held that Pacific Gas and Electric Company, San Diego Gas & Electric Company and Southern California Edison Company are authorized to participate collaboratively with other interested stakeholders in the Demand Response Auction Mechanism pilot design working group. SCE avers that authorization to collaborate with a working group is not the same as a Commission directive to achieve a certain result. Attached to D.14-12-024 as Attachment A, is a Settlement among the three California IOUs and several stakeholders, including third party demand response providers, in which “parties agree to work together and with CPUC staff design and implement a DRAM Pilot program during 2015-2016 to test: (a) the feasibility of procuring Supply Resources for Resource Adequacy (RA) with third party direct participation in the CAISO markets through an auction mechanism, and (b) the ability of winning bidders to integrate their provision of DR into the CAISO market. This DRAM Pilot will not set precedent for future procurement of Supply Resources.”²⁰

4. Answering Allegation No. 4 of the Formal Complaint, SCE admits that Rule 24, Rule 26, and Resolution E-4868 each provide governance regarding the provision of data between SCE and an authorized DRP, such as OhmConnect.

5. SCE admits the allegations contained in Paragraph No. 5 of the Formal Complaint.

6. Answering Allegation No. 6 of the Formal Complaint, SCE admits that SCE’s Tariff Rule 26 provides guidance on the release of customer data, and that under Rule 26, SCE must provide interval usage data within one to five business days. SCE neither admits nor denies the other allegations in paragraph No. 6.

7. SCE admits that OhmConnect correctly quoted a **portion** of Ordering Paragraph (OP) No. 19 of Resolution E-4868 in paragraph No. 7 of the Formal Complaint. SCE further

²⁰ OhmConnect, Inc. does not appear to be a party to this Settlement Agreement signed in 2014.

asserts that OP 19 in its entirety reads as follows.

PG&E, SCE and SDG&E shall deliver a complete expanded data set within two business days after a customer completes the click-through authorization. In each case, the Utility will provide the Demand Response Provider an explanation and an estimated time of resolution for data that cannot be delivered within two business days. The Commission expects that in the overwhelming majority of cases, data will be delivered within two business days. **If parties experience persistent problems, the issue should be raised in the Customer Data Access Committee described in Ordering Paragraph 27.²¹**

8. Answering Allegation No. 8 of the Formal Complaint, SCE neither admits nor denies what OhmConnect means by “normal conditions,” but admits that SCE provides DRPs with both “initial” customer data and “ongoing” interval data pursuant to Rule 24.²² SCE admits that consistent with Rule 26,²³ SCE provides DRPs with “updated” customer data if changes to the initial data occur. SCE admits the allegations in paragraph No. 8 subsection a., except for the statement referring to “normal conditions” which SCE neither admits nor denies as SCE cannot ascertain what OhmConnect means by “normal conditions”. SCE neither admits nor denies the allegations in paragraph No. 8 subsection b. With respect to allegations in paragraph No. 8. subsection c., SCE admits that the RQMD is made available on a monthly cycle (a.k.a. “REVQ” files), as required by Rule 24 section D.1.c, but neither admits nor denies the remaining allegations in paragraph No. 8.c. SCE admits that pursuant to Rule 24, section F.2.c., OhmConnect as a third party DRP “shall have access to individual customer RQMD via an electronic interface (e.g., MDMA server).” SCE also admits that Rule 24, section F.2 provides that SCE must provide “timely and accurate RQMD data to the Non-Utility DRPs or its designated agent to facilitate final meter data submission in accordance with the CAISO’s tariff.” SCE neither admits nor denies OhmConnect’s statement that RQMD represents “the data that is preferred to be used for settlement with CAISO.”

²¹ The last sentence which SCE has highlighted in bold in this Answer was not included in OhmConnect’s Complaint at paragraph No. 7.

²² See Rule 24, Section D.1.a. (ongoing interval usage data).

²³ See Rule 26, Section C. 3 (data updates).

9. SCE admits the allegations in paragraph No. 9 of the Formal Complaint with respect to SCE's Rule 24 obligations related to the provision of RQMD to the DRP or its designated agent. SCE neither admits nor denies any other allegations in Paragraph 9.

10. SCE admits that paragraph No. 10 correctly quotes a portion of Rule 26.

11. Answering Allegation No. 11 of the Formal Complaint, SCE neither admits nor denies OhmConnect's vague assertion that "data delays of longer than 48 business days could subject a DRP to financial liabilities." SCE admits that paragraph No. 11 of OhmConnect's Complaint accurately quotes the excerpted CAISO Tariff and provisions specific to the provision of Settlement Quality Meter Data.

12. Answering the allegations in paragraph No. 12 of the Formal Complaint, SCE neither admits nor denies what OhmConnect describes as "normal conditions" but admits that, as required by Rules 24 and 26, SCE provides DRPs with data only for the customers that have authorized that DRP to receive the customer's data. SCE agrees that DRPs are not permitted to retrieve files containing data for customers that have never authorized the DRP, or for customers whose authorization has expired.

13. SCE neither denies nor admits the allegations in paragraph No. 13 of the Formal Complaint. SCE admits that on June 26, 2018, OhmConnect informed SCE via email that OhmConnect's engineering team had received files with a third-party DRP code that did not match OhmConnect's two DRP codes. SCE's Customer Service Information Governance team investigated the incident and determined that the transferred data was from two SCE employee accounts that were created for the purpose of testing data functionalities, and these accounts were included as part of a "third-party test DRP code." The DRP code that OhmConnect received contained test files that did not include any other third party DRP customer information. SCE has implemented protocols to prevent any DRP from accessing another DRP's data. Upon information and belief, SCE has not transferred any data intended for OhmConnect to any other DRP. Contrary to OhmConnect's allegation (in footnote 16 of the Complaint), SCE did contact OhmConnect via phone call within two days of conducting the investigation of the data transfer.

SCE's representative confirmed for OhmConnect that SCE did not deliver any other third-party customer data to OhmConnect.

14. SCE admits that OhmConnect correctly quoted a portion of Rule 24 in paragraph No. 14 of the Formal Complaint.

15. SCE admits that OhmConnect correctly quoted a portion of Ordering Paragraph 17 of Resolution E-4868 in paragraph No. 15 of the Formal Complaint.

16. SCE admits that OhmConnect correctly quoted a portion of Rule 24 in paragraph No. 16 of the Formal Complaint.

17. In response to the allegation in paragraph No. 17 of the Formal Complaint, SCE admits that Rule 24 includes provisions regarding SCE's obligation to provide "non-discriminatory access to its meter data, where available, to Non-Utility DRPs when authorized by the customer."²⁴

18. SCE neither admits nor denies the allegations contained in paragraph No. 18 of the Formal Complaint.

19. SCE neither admits nor denies the allegations contained in paragraph No. 19 of the Formal Complaint. SCE avers that it has received complaints from its customers related to OhmConnect's misuse of the customer's authorization to access data and that SCE is aware that customers have sought to revoke authorization provided to OhmConnect.

20. SCE neither admits nor denies the allegations contained in paragraph No. 20 of the Formal Complaint.

21. SCE neither admits nor denies the allegations contained in paragraph No. 21 of the Formal Complaint.

22. SCE denies the allegations contained in paragraph No. 22 of the Formal Complaint. SCE further avers that OhmConnect alleges that SCE has not reliably delivered interval data to OhmConnect within the timeframes specified in Rule 24, but does not cite what

²⁴ Rule 24, Section C.1.a.(2)

provision of Rule 24 it is referring to. Rule 26 covers the release of customer data or energy usage related data to third parties and specifically provides that the Rule applies to “Customer-authorized third parties using an electronic platform known as the Customer Data Access (CDA) platform to access SCE’s automated, ongoing provisioning of interval usage, billing, meter, program participation and/or other personal electricity related data, henceforth referred to as ‘Customer Data.’”²⁵ Rule 26 limits SCE’s liability with respect to the delivery of Customer Data as provided below:

The CDA platform is designed primarily to provide next-day interval usage data from SCE’s back office systems. That data may not be complete or accurate, and may be updated before and after bills are issued to customers. The data on the CDA platform is transmitted on an “as is” basis and is the data currently available in SCE’s CDA platform. SCE shall not be liable for the inability of customers or their authorized third parties to access the CDA platform, or for SCE’s delay in updating or failure to update any information, for whatever reason.²⁶

SCE does not warrant that the CDA platform will be timely, secure, uninterrupted, or error-free, or that defects in the CDA platform, as may exist from time to time, will be corrected. SCE will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the CDA platform, including those due to communication line failures, or computer viruses associated with the operation of SCE’s website or platform. In the event any updates are made to the Customer Data due to the above circumstances, SCE will make such updated, best available data available to the third parties at no additional cost.²⁷

23. SCE denies the allegations contained in paragraph No. 23 of the Formal Complaint. OhmConnect’s assertion that “data delays of longer than one month (i.e., greater than 31 days) are in violation of Rule 24 and Rule 26” is vague as to what data is included in the allegation and what provisions of SCE’s Tariff rules apply. Moreover, as provided above, Rule 26 specifically limits SCE’s liability.

24. Answering Allegation No. 24 of the Formal Complaint, SCE neither admits nor

²⁵ Rule 26, Section A.1.

²⁶ Rule 26, Section F.3.

²⁷ Rule 26, Section F.4.

denies OhmConnect's vague assertion that "data delays of longer than 48 business days could put DRP at risk of violating CAISO Tariff." SCE denies all other allegations contained in paragraph No. 24 of the Formal Complaint.

25. SCE denies all allegations contained in paragraph No. 25 of the Formal Complaint.

26. SCE denies all allegations contained in paragraph No. 26 of the Formal Complaint.

27. SCE denies all allegations contained in paragraph No. 27 of the Formal Complaint.

28. SCE denies all allegations contained in paragraph No. 28 of the Formal Complaint.

29. SCE denies the allegation contained in paragraph No. 29 of the Formal Complaint.

30. SCE denies all allegations contained in paragraph No. 30 of the Formal Complaint.

31. SCE denies all allegations contained in paragraph No. 31 of the Formal Complaint.

32. SCE denies all allegations contained in paragraph No. 32 of the Formal Complaint.

33. SCE denies all allegations contained in paragraph No. 33 of the Formal Complaint.

34. SCE denies all allegations contained in paragraph No. 34 of the Formal Complaint.

35. SCE denies all allegations contained in paragraph No. 35 of the Formal Complaint.

36. SCE neither admits nor denies the allegation in paragraph No. 36 of the Formal Complaint.

37. SCE neither admits nor denies the allegation in paragraph No. 37 of the Formal Complaint.

38. SCE denies all allegations contained in paragraph No. 38 of the Formal Complaint.

39. SCE denies all allegations contained in paragraph No. 39 of the Formal Complaint.

40. SCE denies all allegations contained in paragraph No. 40 of the Formal Complaint, except to state that as explained in SCE's Answer to paragraph No. 13 above, SCE provided OhmConnect with data from test accounts.

41. SCE denies all allegations contained in paragraph No. 41 of the Formal Complaint.

42. SCE denies all allegations contained in paragraph No. 42 of the Formal Complaint.

43. SCE denies all allegations contained in paragraph No. 43 of the Formal Complaint.

44. Answering Section III.(A) of the Formal Complaint, SCE neither admits nor denies that this proceeding should be categorized as adjudicatory.

45. Answering Section III.(B) of the Formal Complaint, SCE believes the merits of this Complaint can be decided on the pleadings and written testimony, and does not believe that hearings will be needed.

46. Answering Section III.(C) of the Formal Complaint, SCE agrees with the issues to be considered, except to aver that the last two issues cannot be addressed and are not relevant until and unless OhmConnect can establish a violation of the applicable tariffs and Resolution(s). Further, SCE objects to a consideration of the listed issues in this adjudicatory proceeding when the issues may be duplicative of the scope of issues to be considered in two currently open proceedings, specifically, the Click-Through Proceeding and the DRAM Proceeding, and, in any event, are not appropriately decided in this Complaint forum. SCE respectfully requests that the

requested relief be denied and this Complaint be dismissed with prejudice.

47. Answering Section III.(D) of the Formal Complaint and OhmConnect's Proposed Schedule, SCE respectfully requests that the Complaint be dismissed with prejudice, or alternatively, that the Complaint be dismissed with prejudice and any issues the Commission deems appropriate be allowed to be addressed in either the Click-Through or the DRAM proceeding. Additionally, SCE reiterates that, to the extent not dismissed or consolidated, this Complaint can be decided on the pleadings and written testimony, and no hearings are required.

48. Finally, to the extent the Complaint contains any allegations requiring a response not addressed elsewhere in this Answer, SCE denies those allegations.

IV.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Affirmative Allegations

SCE re-alleges and incorporates herein each and every one of its affirmative allegations set forth above.

SECOND AFFIRMATIVE DEFENSE

Failure to State a Cause of Action

Complainant fails to state facts sufficient to constitute a cause of action for relief against SCE.

THIRD AFFIRMATIVE DEFENSE

Compliance with all Applicable Tariffs, Rules, Regulations and Laws

Complainant is not entitled to relief because SCE acted in compliance with all applicable tariffs, rules, regulations, and laws, including but not limited to SCE Tariff Rules 24, 25, and 26 and Resolution E-4868.

FOURTH AFFIRMATIVE DEFENSE

Proximate/Intervening Cause

If Complainant suffered any injury as alleged in the Complaint, the intervening and superseding actions and/or inactions of Complainant or some other person or entity other than SCE, proximately caused such injury in whole or in part.

FIFTH AFFIRMATIVE DEFENSE

Lack of Damages

Complainant's cause of action is barred because it has not suffered any cognizable and/or measurable injury or damages attributable to SCE.

SIXTH AFFIRMATIVE DEFENSE

Failure to Mitigate Damages

Complainant has failed to take measures to mitigate its injury/damages, if any.

SEVENTH AFFIRMATIVE DEFENSE

Contrary to Public Policy

Granting Complainant its requested relief would be contrary to public policy, as it would result in unequal treatment of SCE's customers by conferring on Complainant a benefit not otherwise available to other third party demand response providers at the expense of other customers.

EIGHTH AFFIRMATIVE DEFENSE

Failure to Comply with Commission Rule 4.2(b)

Complainant has failed to comply with Rule 4.2(b) of the Commission's Rules of Practice and Procedure because the Complaint did not allege that the matter has first been brought to the staff for informal resolution. Consistent with Rule 4.2(b), this formal complaint should be referred to the staff to attempt to resolve the matter informally or it should be consolidated with the pending A.18-11-016 Click-Through Proceeding in which SCE is seeking cost recovery for improvements to the Click-Through Authorization Process.

WHEREFORE, SCE prays:

1. That the Complaint and relief requested are denied and dismissed with prejudice;
- or
2. For such other relief as the Commission may deem just and equitable.

Respectfully submitted,

ANNA VALDBERG
ROBIN Z. MEIDHOF

/s/ Anna Valdborg

By: Anna Valdborg

Attorney for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-1058
E-mail: Anna.Valdborg@sce.com

April 25, 2019

VERIFICATION

I am the Vice President of Customer Programs & Services of the defendant corporation herein, and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in **SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANSWER TO COMPLAINT** are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **25th day of April, 2019**, at Rosemead, California.

/s/ Jill C. Anderson

By: Jill C. Anderson,
Vice President of Customer Programs & Services

SOUTHERN CALIFORNIA EDISON COMPANY
2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770

Exhibit A



November 21st, 2018

[REDACTED]
[REDACTED]
Southern California Edison

Data Request for Data Delivery in 2018

Dear Mr. [REDACTED],

We reference the Demand Response Provider (DRP) Service Agreement ("Service Agreement") signed between OhmConnect and Southern California Edison (SCE) on February 24, 2016.

OhmConnect has had persistent and ongoing data challenges in receiving data from SCE's Rule 24. These repeated and consistent data problems have been occurring since the inception of the Rule 24 data streams. OhmConnect references Figure 1 below, which indicates the frequency over the past seven (7) months, in which percentages of OhmConnect's userbase (on the order of 50,000 users) are missing data after five (5) days.

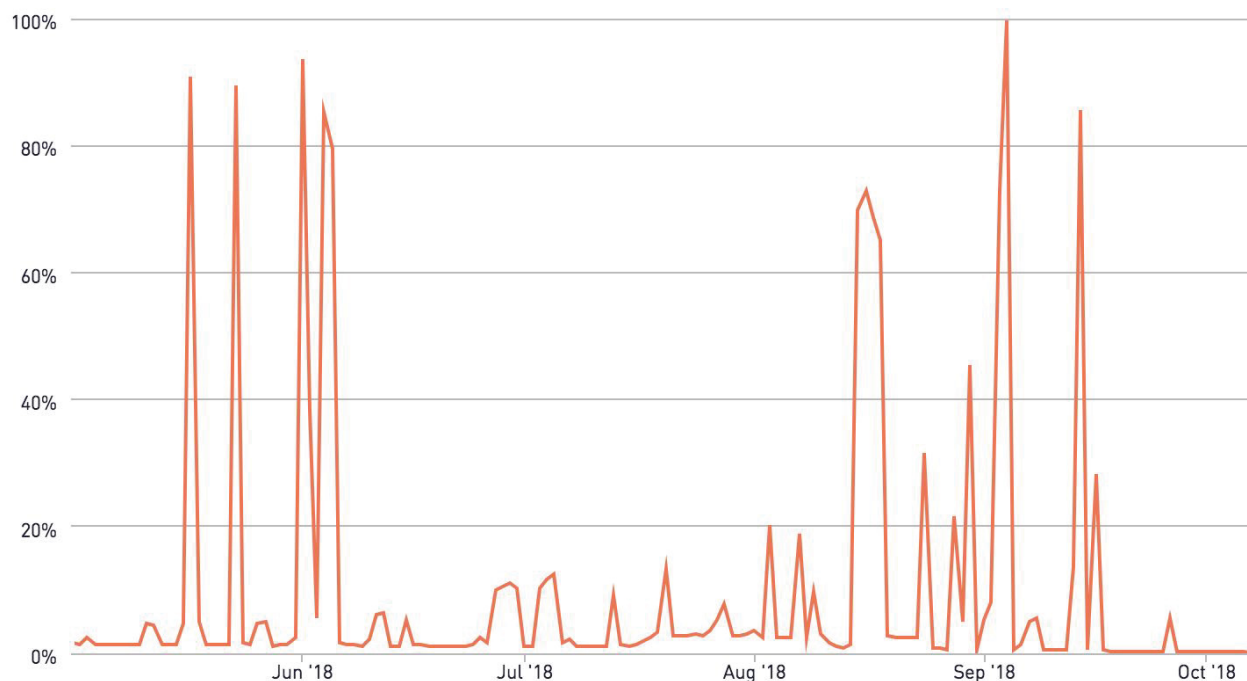


Figure 1: The percentage of Rule 24 Authorizations in the SCE territory missing Rule 24 data after five days of signup from May 1st, 2018 to October 1st, 2018

Per Section 21.1 of the Service Agreement, OhmConnect requests the following data from SCE. All data should be provided for each day for the time period from January 1st, 2018 to October 31st, 2018.

- Provide the total number of files sent daily to OhmConnect;
- Provide the number of files sent daily to OhmConnect that had an error;
- Provide the number of authorizations represented in each file;
- Provide the number of interval meter data points represented in each file;
- For files that were in error, please identify each file along with the replacement file, if one was provided. For any replacement file that had an error, please provide the replacement file to the replacement file;
- Provide a comprehensive list of all authorizations that SCE has, including the authorization start and end dates, data types authorized, and date of last data transfer of all authorized data types.

As Section 21.1 of the Service Agreement indicates, please provide this data within ten (10) business days.

OhmConnect reserves all rights at this time.

Please feel free to contact me with any questions.

Sincerely,

A black rectangular redaction box covering the signature of the Director of Engineering.A black rectangular redaction box covering the name of the Director of Engineering.

Director of Engineering

Southern California Edison
2018-2022 DEMAND RESPONSE PROGRAMS A.17-01-018

DATA REQUEST SET A.17-01-018 OhmConnect-SCE-003

To: OHMCONNECT
Prepared by: [REDACTED]
Title: [REDACTED]
Dated: 12/06/2018

Question 01:

Per Section 21.1 of the Service Agreement, OhmConnect requests the following data from SCE. All data should be provided for each day for the time period from January 1st, 2018 to October 31st, 2018.

- Provide the total number of files sent daily to OhmConnect;
- Provide the number of files sent daily to OhmConnect that had an error;
- Provide the number of authorizations represented in each file;
- Provide the number of interval meter data points represented in each file;
- For files that were in error, please identify each file along with the replacement file, if one was provided. For any replacement file that had an error, please provide the replacement file to the replacement file;
- Provide a comprehensive list of all authorizations that SCE has, including the authorization start and end dates, data types authorized, and date of last data transfer of all authorized data types.

Response to Question 01:

The Demand Response Provider (DRP) Service Agreement (Form 14-942), Section 21.1 allows a DRP to request the production of documents to verify the accuracy of billing and metering activity when it reasonably believes that errors related to billing and metering have occurred. OhmConnect's request for information appears to reflect challenges in receiving data from SCE, not the accuracy of the shared billing or meter data. In addition, OhmConnect's request is overly broad, as it seeks information on all data files sent to OhmConnect over an extended period of time. To verify the accuracy of SCE's billing and metering activity, as provided for in Section 21.1, SCE requests OhmConnect provide the specific customer accounts and billing periods that OhmConnect believes contain errors. SCE also requests OhmConnect define the error or errors related to billing and metering that it believes have occurred.



December 11th, 2018

Southern California Edison

Follow up to Initial Data Request from November 21st, 2018

Dear Mr. [REDACTED]

We reference the following documents:

- The Demand Response Provider (DRP) Service Agreement signed between OhmConnect and Southern California Edison (SCE) on February 24, 2016 ("Service Agreement");
- Initial Data Request sent from OhmConnect to SCE on November 21st, 2018 ("11/21 Data Request");
- Response from SCE sent on December 7th, 2018 ("12/7 Response").

OhmConnect requested data in the *11/21 Data Request* that required basic summary statistics on data transferred from SCE to OhmConnect. The data requested are tracked in standard data transfer arrangements across a wide variety of industries. In the *12/7 Response*, SCE has indicated that the "request is overly broad, as it seeks information on all data files sent to OhmConnect over an extended period of time".¹ OhmConnect believes the scope of the request is appropriate given the persistent meter errors that OhmConnect is trying to address.

In addition, SCE has requested that "OhmConnect provide the specific customer accounts and billing periods that OhmConnect believes contain errors".² OhmConnect provided that exact information on the *11/21 Data Request* in Figure 1 which showed the specific days in which many service accounts were missing Rule 24 data five days after the date of consumption. For example, on September 1st, 2018, 100% of SCE accounts were missing Rule 24 data.

To avoid any confusion, OhmConnect has provided a separate template titled *SCE Initial Data Request Second Attempt Template.xlsx* that again provides, in a different format, the data requested in the *11/21 Data Request*. Given that the problems extend to as much as 100% of customers intermittently across all of 2018, OhmConnect is specifically asking for data on all customer accounts during the 2018 billing periods. SCE has requested that

¹ 12/7 Response. Page 1.

² 12/7 Response. Page 1.

OhmConnect define the errors that are believed to have occurred. While there may be additional errors beyond these, OhmConnect believes that the following errors may have occurred: authorized meter data not provided, incorrect meter data provided and incorrect Rule 24 information on DRP enrollment. OhmConnect again requests that this data be provided.

OhmConnect reserves all rights at this time.

Please feel free to contact me with any questions.

Sincerely,



Director of Engineering

Please fill out the following spreadsheet for files sent from SCE to OhmConnect regarding Rule 24 data for each of the days listed below

Date	# of files sent to OhmConnect	# of files sent to OhmConnect with an error	# of authorizations represented	# of interval meter data points
1/1/2018				
1/2/2018				
1/3/2018				
1/4/2018				
1/5/2018				
1/6/2018				
1/7/2018				
1/8/2018				
1/9/2018				
1/10/2018				
1/11/2018				
1/12/2018				
1/13/2018				
1/14/2018				
1/15/2018				
1/16/2018				
1/17/2018				
1/18/2018				
1/19/2018				
1/20/2018				
1/21/2018				
1/22/2018				
1/23/2018				
1/24/2018				

1/25/2018				
1/26/2018				
1/27/2018				
1/28/2018				
1/29/2018				
1/30/2018				
1/31/2018				
2/1/2018				
2/2/2018				
2/3/2018				
2/4/2018				
2/5/2018				
2/6/2018				
2/7/2018				
2/8/2018				
2/9/2018				
2/10/2018				
2/11/2018				
2/12/2018				
2/13/2018				
2/14/2018				
2/15/2018				
2/16/2018				
2/17/2018				
2/18/2018				
2/19/2018				
2/20/2018				
2/21/2018				
2/22/2018				

2/23/2018				
2/24/2018				
2/25/2018				
2/26/2018				
2/27/2018				
2/28/2018				
3/1/2018				
3/2/2018				
3/3/2018				
3/4/2018				
3/5/2018				
3/6/2018				
3/7/2018				
3/8/2018				
3/9/2018				
3/10/2018				
3/11/2018				
3/12/2018				
3/13/2018				
3/14/2018				
3/15/2018				
3/16/2018				
3/17/2018				
3/18/2018				
3/19/2018				
3/20/2018				
3/21/2018				
3/22/2018				
3/23/2018				

3/24/2018				
3/25/2018				
3/26/2018				
3/27/2018				
3/28/2018				
3/29/2018				
3/30/2018				
3/31/2018				
4/1/2018				
4/2/2018				
4/3/2018				
4/4/2018				
4/5/2018				
4/6/2018				
4/7/2018				
4/8/2018				
4/9/2018				
4/10/2018				
4/11/2018				
4/12/2018				
4/13/2018				
4/14/2018				
4/15/2018				
4/16/2018				
4/17/2018				
4/18/2018				
4/19/2018				
4/20/2018				
4/21/2018				

4/22/2018				
4/23/2018				
4/24/2018				
4/25/2018				
4/26/2018				
4/27/2018				
4/28/2018				
4/29/2018				
4/30/2018				
5/1/2018				
5/2/2018				
5/3/2018				
5/4/2018				
5/5/2018				
5/6/2018				
5/7/2018				
5/8/2018				
5/9/2018				
5/10/2018				
5/11/2018				
5/12/2018				
5/13/2018				
5/14/2018				
5/15/2018				
5/16/2018				
5/17/2018				
5/18/2018				
5/19/2018				
5/20/2018				

5/21/2018				
5/22/2018				
5/23/2018				
5/24/2018				
5/25/2018				
5/26/2018				
5/27/2018				
5/28/2018				
5/29/2018				
5/30/2018				
5/31/2018				
6/1/2018				
6/2/2018				
6/3/2018				
6/4/2018				
6/5/2018				
6/6/2018				
6/7/2018				
6/8/2018				
6/9/2018				
6/10/2018				
6/11/2018				
6/12/2018				
6/13/2018				
6/14/2018				
6/15/2018				
6/16/2018				
6/17/2018				
6/18/2018				

6/19/2018				
6/20/2018				
6/21/2018				
6/22/2018				
6/23/2018				
6/24/2018				
6/25/2018				
6/26/2018				
6/27/2018				
6/28/2018				
6/29/2018				
6/30/2018				
7/1/2018				
7/2/2018				
7/3/2018				
7/4/2018				
7/5/2018				
7/6/2018				
7/7/2018				
7/8/2018				
7/9/2018				
7/10/2018				
7/11/2018				
7/12/2018				
7/13/2018				
7/14/2018				
7/15/2018				
7/16/2018				
7/17/2018				

7/18/2018				
7/19/2018				
7/20/2018				
7/21/2018				
7/22/2018				
7/23/2018				
7/24/2018				
7/25/2018				
7/26/2018				
7/27/2018				
7/28/2018				
7/29/2018				
7/30/2018				
7/31/2018				
8/1/2018				
8/2/2018				
8/3/2018				
8/4/2018				
8/5/2018				
8/6/2018				
8/7/2018				
8/8/2018				
8/9/2018				
8/10/2018				
8/11/2018				
8/12/2018				
8/13/2018				
8/14/2018				
8/15/2018				

8/16/2018				
8/17/2018				
8/18/2018				
8/19/2018				
8/20/2018				
8/21/2018				
8/22/2018				
8/23/2018				
8/24/2018				
8/25/2018				
8/26/2018				
8/27/2018				
8/28/2018				
8/29/2018				
8/30/2018				
8/31/2018				
9/1/2018				
9/2/2018				
9/3/2018				
9/4/2018				
9/5/2018				
9/6/2018				
9/7/2018				
9/8/2018				
9/9/2018				
9/10/2018				
9/11/2018				
9/12/2018				
9/13/2018				

9/14/2018				
9/15/2018				
9/16/2018				
9/17/2018				
9/18/2018				
9/19/2018				
9/20/2018				
9/21/2018				
9/22/2018				
9/23/2018				
9/24/2018				
9/25/2018				
9/26/2018				
9/27/2018				
9/28/2018				
9/29/2018				
9/30/2018				
10/1/2018				
10/2/2018				
10/3/2018				
10/4/2018				
10/5/2018				
10/6/2018				
10/7/2018				
10/8/2018				
10/9/2018				
10/10/2018				
10/11/2018				
10/12/2018				

10/13/2018				
10/14/2018				
10/15/2018				
10/16/2018				
10/17/2018				
10/18/2018				
10/19/2018				
10/20/2018				
10/21/2018				
10/22/2018				
10/23/2018				
10/24/2018				
10/25/2018				
10/26/2018				
10/27/2018				
10/28/2018				
10/29/2018				
10/30/2018				
10/31/2018				

From: [REDACTED]
To: [REDACTED]@ohmconnect.com
Subject: OhmConnect's December 11th follow-up request for information
Date: Friday, December 28, 2018 2:45:10 PM

Dear Ms [REDACTED]

Upon receiving the December 11th follow up request for information based on data delivery issues, SCE has confirmed that, to date, OhmConnect has not reported any issues between the dates of January 1, 2018 through October 31, 2018 related to the integrity of the data it has received, but rather continues to assert its concerns over issues in timely receiving the data files.

OhmConnect's broad assertion that it is trying to address "persistent meter errors" is without basis or support. Consistent with Section 21.1 of the DRP Service Agreement and SCE's December 6, 2018 response, please identify, of the 304 days listed on the spreadsheet OhmConnect provided, the specific customer account and specific date in which OhmConnect reasonably believes SCE provided "incorrect meter data."

With respect to OhmConnect's identification of September 1, 2018 as a date that "100% of SCE accounts were missing rule 24 data," SCE has confirmed that OhmConnect did not report any missing data for September 1st, but rather September 3rd and 4th and SCE provided all missing data by October 2, 2018. SCE has and will continue to work closely with OhmConnect to resolve any reported issues in a timely matter, and currently, there are no reported missing data issues with SCE.

Thank you,

[REDACTED]

Energy & Environmental Policy | Regulatory Affairs

T. [REDACTED]

8631 Rush St., Rosemead, CA 91770

Exhibit B

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: (External):Re: (External):Re: Missing data for 5/17?
Date: Tuesday, May 29, 2018 4:02:11 PM
Attachments: [image005.png](#)
[image004.png](#)
[image002.png](#)
[image003.png](#)

Thanks [REDACTED], we've reprocessed all files with the *_REVQ_[REDACTED]* filenames - they were successfully processed but it doesn't look as if our number of users with data on that day has gone up significantly.

We're investigating further and will keep you updated.

On Tue, May 29, 2018 at 3:17 PM, [REDACTED]@sce.com> wrote:

Hi [REDACTED],

REVQ files were placed on Saturday (5/25) late afternoon.

Can you use the old notifications and try to retrieve the files once again.

Thank you,

[REDACTED]

Technical Specialist

CS - Information Governance

T. [REDACTED] | M. [REDACTED]

Rosemead GO5, 2nd Floor.



www.sce.com/privacynotice

From: [REDACTED] [mailto:[REDACTED]@ohmconnect.com]
Sent: Tuesday, May 29, 2018 3:13 PM
To: [REDACTED] <[REDACTED]@sce.com>
Cc: [REDACTED] <[REDACTED]@sce.com>
Subject: (External):Re: Missing data for 5/17?

Hi Priya

I think the issue is with the REVQ files, we did receive notifications for ~100 files but the majority of them failed with status 403 unauthorized.

Some examples which failed are:

[https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/\[REDACTED\].XML](https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/[REDACTED].XML)

[https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/\[REDACTED\].XML](https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/[REDACTED].XML)

While some other files were successfully processed even if they were sequentially before/after these failed files, eg:

[https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/\[REDACTED\].XML](https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/[REDACTED].XML)

[https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/\[REDACTED\].XML](https://energydatashare.sce.com/DataCustodian/espi/1_1/resource/Batch/Bulk/[REDACTED].XML)

Hope to hear from you soon,

[REDACTED]

Exhibit C

From: [REDACTED]@ohmconnect.com]
Sent: Tuesday, December 18, 2018 8:43 AM
To: [REDACTED]@sce.com>
Cc: [REDACTED]@sce.com>
Subject: (External):Re: (External):Question about Subscriptions w/o UsagePoints

Hi [REDACTED]

Thanks for looking into this for us. I noticed the same thing about the RCUST files late Friday afternoon. We had introduced a bug on our side that used the incorrect credentials to try and access the RCUST files. Unfortunately, it looks like we were experiencing this issue for the entire month of November and into December, causing us to be unable to grab any RCUST file generated during that time. I have since corrected the issue and we have begun to successfully pick up the RCUST files again.

From our understanding, the customer data for each subscription we have should be delivered to us on a monthly basis, meaning this issue should be self-healing over time. Can you confirm that this will happen even if there is no update to the customer data? If not, is there a possibility SCE can do a one-time data pull to regenerate the missed customer data for the month of November/early December?

We greatly appreciate your help on this matter. We are adding in some extra protections and alerts on our side so a similar situation does not occur in the future.

Best, [REDACTED]

[REDACTED]
Software Engineer | [OhmConnect](#)
[REDACTED]

On Tue, Dec 18, 2018 at 6:32 AM [REDACTED]@sce.com> wrote:

Hi [REDACTED]

For subscription [REDACTED]

RCUST was generated on: 2018-12-01 02:36:33.738

FileName: [REDACTED].XML

As per our logs, the file was not retrieved by OhmConnect

In the RCUST file I see all the UsagePOints for this subscription id: [REDACTED]

For many other subscription ids, I noticed that RAW and REVQ files are picked up by ohmconnect but not the RCUST files.

Please check on your side.

Thank you,

[REDACTED]

Technical Specialist

CS - Information Governance

[REDACTED]

[REDACTED]



www.sce.com/privacynotice

From: [REDACTED] [REDACTED]@ohmconnect.com]

Sent: Friday, December 14, 2018 10:21 AM

To: [REDACTED] [REDACTED]@sce.com>; [REDACTED] [REDACTED]@sce.com>

Subject: (External):Question about Subscriptions w/o UsagePoints

Hi [REDACTED],

I have come across a few SCE users that do not have usage point ids associated with them, but we still receive an address and other customer data to indicate that there is an active service on the authorization. An example of this situation can be seen with subscription id [REDACTED]. Can you investigate why the RCUST file does not include a usage point id

for this subscription when we receive the address (on [REDACTED] AVE for reference) with the RCUST data?

Thanks, [REDACTED]

[REDACTED]

Software Engineer | [OhmConnect](#)

[REDACTED]

From: [REDACTED]@ohmconnect.com]
Sent: Wednesday, August 01, 2018 10:18 AM
To: [REDACTED]@sce.com>
Cc: [REDACTED]@ohmconnect.com>; [REDACTED]@sce.com>
Subject: (External):Re: (External):Unable to access some data files

Thank you for this information, [REDACTED] We will investigate this and let you know if we have any questions. We appreciate the quick response.

Cheers,
[REDACTED]

[REDACTED]
Software Engineer | [OhmConnect](#)
[REDACTED]

On Tue, Jul 31, 2018 at 8:18 PM, [REDACTED]@sce.com> wrote:
Hi,
Please see below the response from the team:

It looks to me that OhmConnect is trying to retrieve DRP files with their ESPI old credentials, so the token generation is failing.

As you know, we have recently pushed in a fix to prevent any TP from accessing other TP's files. So please inform Ohmconnect to use the corresponding DRP credentials to download the DRP files.

OhmConnect as DRP:

TP Id: [REDACTED]
Client Id: [REDACTED]

OhmConnect as ESPI:

TP Id: [REDACTED]
Client Id: [REDACTED]

Thank you,
[REDACTED]

Technical Specialist
CS - Information Governance
[REDACTED]

From: [REDACTED] [REDACTED]@sce.com>
Sent: Tuesday, July 31, 2018 3:09 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: (External):Unable to access some data files

Forwarded it to the team, will update once I get an update.

Thank you,

[REDACTED]
Technical Specialist
CS - Information Governance
[REDACTED]

From: [REDACTED] [REDACTED]@ohmconnect.com>
Sent: Tuesday, July 31, 2018 2:50 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: (External):Unable to access some data files

Hi [REDACTED]

We have been receiving errors while accessing some of the shared data files. Attached is the list of files returning "failed, Status=403, reason=Unauthorized" errors when we try to access them (mostly from 29th July).

We are looking into this from our side but could you also help to investigate if there is any issue from your end?

Please let us know if more details are required from our side on this.

Thank you.

Regards,

[REDACTED]

Thanks for the information, [REDACTED]. Looks like this was introduced on our side. I will be fixing today.

Happy Thanksgiving!

[REDACTED]

[REDACTED]

Software Engineer | [OhmConnect](#)

[REDACTED]

On Tue, Nov 20, 2018 at 11:45 PM [REDACTED] [@sce.com](#)> wrote:

Hi [REDACTED]

It looks you are hitting with an invalid URL.

/DataCustodian/espi/1_1/resource/**DataCustodian/espi/1_1/resource**/Rule24/Authorization/

One recent instance as below.

Nov 16 14:59:18 [REDACTED]: Received HTTP/1.1 GET for
/DataCustodian/espi/1_1/resource/DataCustodian/espi/1_1/resource/Rule24/Authorization/[REDACTED]
[REDACTED] from [REDACTED]

Regards,

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED] [mailto:[REDACTED]@ohmconnect.com]

Sent: Tuesday, November 20, 2018 1:08 PM

To: [REDACTED] [REDACTED]@sce.com>

Cc: [REDACTED] [REDACTED]@sce.com>; [REDACTED] [REDACTED]@sce.com>; [REDACTED]
[REDACTED]@sce.com>

Subject: Re: (External):Re: (External):Expected timeline of Click Thru Phase 3

[REDACTED]

Thank you for the update. While I have not had the opportunity to test out the status inquiry and revoked API since receiving your email, I have recently found that OhmConnect is unable to successfully request 90 second data for any of our authorizations since October 27th. Any request we make to the ..DataCustodian/espi/1_1/resource/Rule24/Authorization endpoint are failing with 403 Unauthorized errors. Can you look into this for us please?

Let me know if you have any questions. Happy to provide more data upon request.

Best, [REDACTED]

[REDACTED]

Software Engineer | [OhmConnect](#)

[REDACTED]